when the person interpreted is an opposing party. Since the latter has availed himself of this method of communication, the interpreter is regarded as an agent and his statements are received as admissions. *Miller* v. *Lathrop*, 50 Minn. 91, 52 N. W. 274. See 1 WIGMORE, EVIDENCE, § 668. Accordingly anyone who has heard a conversation through an interpreter between a third person and one party to a suit may, as a witness of the other party, testify to the whole conversation, although he understands only the language of the third person. *Commonwealth* v. *Vose*, 157 Mass. 393, 32 N. E. 355; *Meacham* v. *State*, 45 Fla. 71, 33 So. 983. This view that the interpretation is an admission of the interpreted party would of course not render admissible evidence of the interpretation of a third person's statements or of the statements of the party offering the evidence. Nor would it admit evidence of the interpretation of the opposing party where there was no actual agency. Yet a fictitious sort of agency has been raised to admit this evidence where the facts do not establish an actual agency. *People* v. *Randazzio*, 194 N. Y. 147, 87 N. E. 112. It might be better to make a frank exception to the hearsay rule on the grounds of practical convenience and admit evidence of the interpretation of a statement, wherever evidence of the statement itself is admissible.

INJUNCTIONS — ACTS RESTRAINED — SUITS AGAINST VENDEES OF A PATENT INFRINGER. — The plaintiff is an established manufacturer of wireless apparatus, and the defendant a competitor just starting in the business. The plaintiff brings suit against defendant for infringement of patents, seeking an accounting of profits and assessing of damages. The plaintiff then starts three other similar suits against defendant's vendees. The defendant files a petition alleging that the plaintiff is about to bring many more such suits in widely scattered places, and that unless relief be granted the defendant's business will be ruined. The defendant prays for a temporary injunction against pending and future suits involving vendees until the "parent" suit against defendant is settled. *Held*, that the bringing of future suits will be enjoined upon the filing of a bond by the defendant to secure payment to the plaintiff in case the latter succeeds in the "parent" suit. *Marconi Wireless Tel. Co.* v. *Kilbourne & Clark Mfg. Co.*, 235 Fed. 719.

If suits were maliciously brought to ruin the defendant's business, without belief in the validity of the patent or the fact of infringement, there would be an abuse of a legal right and an injunction should follow. See *Emack* v. *Kane*, 34 Fed. 46. But even if the suits were brought in good faith the plaintiff should be enjoined. It is true that where a patentee is suing joint tortfeasors in separate suits for infringement, one defendant cannot stay the prosecution of the other suits without showing injury to himself. See *Sherman, Clay & Co.* v. *Searchlight Horn Co.*, 225 Fed. 497. Though in certain cases all defendants by acting together might secure a settlement of the issue in one suit through a bill of peace. See *Foxwell* v. *Webster*, 4 De G., J. & S. 77. But when, as in the principal case, one defendant is a seller and the other defendants are his customers, the seller is under a moral duty to defend his customers' suits, and is injured directly in his business. Wherefore equity will enjoin this multiplicity of suits. *Commercial Acetylene Co.* v. *Avery, etc. Co.*, 159 Fed. 935; *Stebler* v. *Riverside, etc. Ass'n*, 214 Fed. 550. The balance of convenience for the issuance of such injunction is clear. The injury is certainly irreparable. Further, there is a public interest against allowing the courts to be filled with useless suits. See *Ide* v. *Ball Engine Co.*, 31 Fed. 901, 904. And the defendant cannot be said to have brought the injury upon himself by delaying the "parent" suit. *Cf. Kryptok Co.* v. *Stead Lens Co.*, 190 Fed. 767. Nor is the plaintiff deprived of any substantial right. For a decree for profits and damages against defendant, when satisfied, will give the vendees all rights as to the machines involved in the decree. *Stebler* v. *Riverside, etc. Ass'n*, 214 Fed. 550.

While if the case against the defendant fails, the plaintiff cannot sue the defendant's vendees. *Kessler* v. *Eldred*, 206 U. S. 285. Though equity will therefore enjoin future suits, yet, on grounds of comity, the court is reluctant to interfere with suits already pending. *Kelley* v. *Ypsilanti, etc. Co.*, 44 Fed. 19.

INSURANCE — CONSTRUCTION OF PARTICULAR WORDS AND PHRASES IN STANDARD FORMS — "SOLE AND UNCONDITIONAL OWNERSHIP." — The insured, a boat-builder, agreed to build a boat, the buyer to advance sums of money as the work progressed. In the event of the completion of the boat being prevented, "all materials bought for the boat" were "to belong" to the buyer and he was to "own an interest in the boat shop" amounting to the excess of moneys paid over the cost of the materials. While the boat was in process of construction, the builder insured the property under a standard policy which was to be void if the insured's interest was other than "sole and unconditional ownership." The boat, when nearly completed, was destroyed by fire. *Held*, that the insured can recover on the policy. *Lloyd* v. *North British & Mercantile Ins. Co.*, 161 N. Y. Supp. 271 (App. Div.).

An insurance policy with the standard clause of "unconditional ownership" is void if the legal title, or even the equitable ownership, of the property is not in the insured when the policy is executed. *Skinner, etc. Co.* v. *Houghton*, 92 Md. 68, 48 Atl. 85; *Hamilton* v. *Dwelling House Ins. Co.*, 98 Mich. 535, 57 N. W. 735; *Imperial Fire Ins. Co.* v. *Dunham*, 117 Pa. St. 460, 12 Atl. 668. Now according to the English decisions, under a contract like that in the principal case, the legal title to the boat passes to the buyer while it is being built, *pari passu*, with the payment of installments. *Clarke* v. *Spence*, 4 A. & E. 448; *Wood* v. *Bell*, 5 E. & B. 772. But see *Reid* v. *Macbeth*, [1904] A. C. 223. But the American cases, following the more logical view, have uniformly held that under such a contract legal title passes only upon the appropriation of the completed boat to the buyer. *Clarkson* v. *Stevens*, 106 U. S. 505; *Wright* v. *Tetlow*, 99 Mass. 397; *Andrews* v. *Durant*, 11 N. Y. 35. See WILLISTON, SALES, § 275. The question then arises whether the clause in the contract, that title to the materials shall pass to the buyer if the completion of the boat is prevented, can divest the owner of "unconditional ownership." That it is possible to create by an *inter vivos* transaction a future estate in a chattel personal, if such is the intention of the parties, would seem to be established. See GRAY, RULE AGAINST PERPETUITIES, 3 ed., § 854. *A fortiori*, an executory estate by way of a conditional limitation must be possible. Yet such is a property interest and in conflict to "unconditional ownership." But that effect is not conceivable in the principal case, for undoubtedly at the time of the making of the contract the title to the chattels in question was not yet in the grantor. Obviously no equitable title could pass, when the grantor did become the owner, on a principle somewhat akin to *Holroyd* v. *Marshall*, for the condition precedent to the vendee getting a right was not fulfilled until the goods were destroyed. In any case it is probable that equity looking at the substance of the agreement would decide that as, after all, the vendee was only seeking security for his advances, any right he might acquire in the property would be in the nature of a lien, in spite of the contrary terminology of the contract. *Cf. Hurley* v. *Atchison, etc. Ry. Co.*, 213 U. S. 126; *Cooper* v. *Brock*, 41 Mich. 488, 2 N. W. 660; *Albert* v. *Van Frank*, 87 Mo. App. 511. But it is well settled that a mere lien or incumbrance on the property is not violative of the "unconditional owner" clause in an insurance policy. *Dolliver* v. *St. Joseph, etc. Ins. Co.*, 128 Mass. 315; *Carrigan* v. *Lycoming Fire Ins. Co.*, 53 Vt. 418. See 1 MAY, INSURANCE, 4 ed., § 287.

INTERSTATE COMMERCE — POWER OF THE COMMISSION TO REQUIRE TANK CARS. — The Interstate Commerce Commission ordered the Pennsylvania Railroad to furnish tank cars in sufficient numbers to transport a complainant's